



CYNTHIA D. BANKS  
Director

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## COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 637-0798 (213) 380-8275 FAX

*"To Enrich Lives Through Effective And Caring Service"*

BOARD OF SUPERVISORS

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September 23, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DELEGATE AUTHORITY TO THE  
DIRECTOR OF COMMUNITY AND SENIOR SERVICES  
TO PILOT A PROGRAM THAT ALLOWS FOR THE USE AND SALE OF ALCOHOL  
AT THE ALTADENA COMMUNITY CENTER  
(FIFTH SUPERVISORIAL DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of Community and Senior Services (CSS), or his/her designee, to pilot a program that permits organizations/groups utilizing the Altadena Community Center to sell and serve alcoholic beverages for special events held at the Altadena Community Center provided that the organization/group complies with all applicable laws and regulations.
2. Direct the Director of Community and Senior Services (CSS), or his/her designee, to adopt policies and procedures related to the sale and service of alcohol with the assistance of the Chief Executive Office Risk Management Branch and County Counsel similar to those established by the Department of Parks & Recreation for this pilot program.
3. Authorize the Director of Community and Senior Services (CSS), or his/her designee, to recover any costs incurred by the department through establishment of a fee schedule included in "Application for Occasional Use of the Facility." (Attachment A).
4. Direct the Director of Community and Senior Services (CSS) to return in two years with a report on the outcomes derived from the pilot phase to determine if this pilot can be expanded to the other Centers.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The Altadena Community Center which held its grand opening on July 12, 2003, was built by and for the residents and community based organizations of Altadena. Altadena community leaders and civic organizations worked hand-in-hand with Supervisor Antonovich's office and County staff in designing and building this unique center to serve as the home and community meeting place for the major non-profit organizations that serve the residents of Altadena.

The Center was established to promote the involvement of such groups in activities to improve the quality of life for all Altadena residents in a public/private partnership between the County and the host of private non-profit organizations that serve Altadena. These organizations include the Altadena Town Council, the Altadena Chamber of Commerce and Civic Association, the Altadena branch of the NAACP, the Sheriff's Support Group of Altadena, the Altadena Historical and Beautification Society, the Altadena Heritage, and the Altadena Foothills Conservancy.

Many non-profit organizations in the Altadena Community rely on fund raising efforts to help augment existing resources and seeking other funding opportunities that allow for these non-profit groups to continue operating viable programs for the community. This pilot will provide the opportunity for them to seek funding from private-for-profit organizations and philanthropic groups that rely on social gatherings and functions to bring benefactors together at these special community events that often result in donations and resources for non-profits

### **Implementation of Strategic Plan Goals**

The recommended actions support the overall County Strategic Goal of Service Excellence and Fiscal Responsibility. The recommended actions will permit the Department to effectively manage resources and offset costs associated with events held at the Altadena Community Center.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact. Pilot program is cost neutral. Fees charged for use of Altadena Community Center will offset program costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The California Constitution provides that regulation of the sale and possession of alcohol is within the exclusive control of the State. As such, the Department of Alcoholic Beverage Control (ABC) regulates, administers, and provides licenses for the sale and



possession of alcoholic beverages. Within these parameters, the County may control alcohol related issues that concern local matters. Currently, the Los Angeles County Department of Parks and Recreation has developed a policy for special events which include the sale and/or consumption of alcoholic beverages at a County park, beach, harbor, botanical garden, recreation area or historical monument. CSS would like to develop a similar policy to permit organizations/groups utilizing the Altadena Community Center to serve or sell alcohol for special events held at the Center.

This action would grant the Director of Community and Senior Services, or his/her designee, the authority to allow the organizations/groups utilizing the Altadena Community Center to sell and serve alcoholic beverages at the Altadena Community Center provided that the organization/group complies with all applicable federal, State, and local laws and regulations, as well as the policies and procedures developed by CSS.

#### **IMPACT ON CURRENT SERVICES**

Approval of the recommended policy will ensure that the service or sale of alcoholic beverages will only be at the Altadena Community Center where access can be controlled, adequate security personnel will be provided and all applicable regulations, including those of the California Department of Alcoholic Beverage Control Board. The recommended policy also contains provisions to prevent conflict with exclusive privileges already granted to concessionaires, interference with other scheduled public uses, participants engaging in potentially hazardous activities and County losses due to damage and increased exposure to liability.

#### **CONCLUSION**

Upon approval by the Board, please send a copy of the adopted Board Letter to the Department of Community and Senior Services, Community and Senior Centers Division, 3175 W. Sixth Street, Room #306, Los Angeles, CA 90020.

Respectfully submitted,



Cynthia D. Banks, Director  
Community and Senior Services

Attachments (1)

c: County Counsel  
Executive Officer

**ALTADENA COMMUNITY CENTER**  
**APPLICATION FOR OCCASIONAL USE OF THE FACILITY**  
*(When Alcohol is Being Used)*

1. Agency Name:	
2. Contact Person:	4. Phone:
3. Alternate Contact Person:	5. Phone:
6. Date(s) needed:	7. Time: From: _____ To: _____
8. Room(s) requested:	
9. If you plan to have a regularly scheduled event/activity, how often do you anticipate the use of the Center? Please specify :	
10. Anticipated attendance (including staff):	

11. Reason for use of space/type of activity to be conducted: \_\_\_\_\_

12. Special Accommodations Requested: \_\_\_\_\_

13. As deemed necessary, and at the Center Director's discretion, the following fees may be imposed:

- a) A **room fee** of \$170.00 per event/day
- b) A **staffing fee** of \$50.00 per hour, per staff to oversee after hour events/activities
- c) A **cleaning deposit** in the amount of \$50 per 100 persons
- d) A **security deposit** in the amount of \$200 per 100 persons from which extraordinary County expenses incurred for repairs or replacement arising from the permittee's use of the facility.

**Note:** All **Fees** and **Deposits** collected are to be **in the form of Cashier's check**. If any damages occur and are not rectified to the County's satisfaction, that portion for the costs incurred will be deducted from the deposits being held.

14. I acknowledge that I have read, understand, and received a copy of the Rules and Regulations, and the above-named agency will abide by them; failure to adhere to them may be cause for cancellation of the User/User Group's activity at the Center.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CENTER STAFF USE ONLY**

Reviewed by:	Date:		Fees	Deposits	Total	Funds Returned
Approved/Denied by:	Date:	Room Fee				
		Staffing Fee				
Reason for denial/Comments:		Cleaning Deposit				
		Security Deposit				

(See Reverse for Instructions)



## INSTRUCTIONS

1. Complete agency/organization name.
2. Name of contact person. If there are changes to the contact person(s), it is the responsibility of the User/User Group to advise the Center Director or his/her designee as soon as such a change is known.
3. Name of an alternate contact person.
4. Phone number of contact person.
5. Phone number of alternate contact person.
6. Date(s) room(s) requested. \*Rooms are reserved on a first come first served basis.
7. Time room(s) is going to be used. Include set-up and breakdown time. Facility cannot be used past 9:00pm unless prior arrangements have been made with the Director or Director's designee.
8. Specify room(s) being requested.
9. Information should be obtained from the agency as to what dates the agency has need for the rooms being requested. If a long-term arrangement is being requested, agency staff should be informed that this arrangement is subject to changes from time-to-time based on the needs of the Center and barring emergencies, the agency will be given ample warning of any conflicts.
10. Number of persons attending the event/activity. (This includes all individuals and staff.)
11. Reason for the use of the room(s). For example meeting, training, etc. (Emergency use, occasional use, cancellation, or rescheduling of a date for use shall be at the discretion of the Center Director or the Director's designee.)
12. Special accommodations for use of room(s) for example microphone, electricity (special connection or wattage), kitchen use for catering, etc. and/or explain special circumstances relating to use of center such as, activity involving physical exertion, the possibility of a contentious meeting, subject matter discussed may create a hostile environment, etc.
13. Any modification of the fee schedule is at the sole discretion of the Center Director or his/her designee. The fees may also change from time-to-time as deemed necessary by CSS to cover all expenses incurred by the department.
14. Signature acknowledging that the rules and regulations have been read.

## **RULES AND REGULATIONS**

The Los Angeles County Department of Community and Senior Services operates and administers the Altadena Community Center (Center). Regular operating hours of the Center are from 8:00am to 5:00pm, Monday through Friday (exclusive of County Holidays). Use of the Center at other times may be requested and is subject to approval by the Center Director or the Director's designee.

1. Regular daily or weekly programs by agencies holding licenses from the County of Los Angeles for the use of the Center shall have priority for the use of offices, kitchen and storage space presently allotted to them.
2. Prevailing ordinances and laws shall govern all individuals and groups. Group leaders are particularly charged with tactful enforcement of Rules and Regulations.
3. User Group or individuals are not permitted to charge for activities and are further not permitted to conduct solicitations on the premises. Donations are permitted but should be cleared by the Center Director or the Director's designee. Any User Group or individual user whose use of the Center will or does generate revenue must inform the Center Director or the Director's designee so that the appropriate documentation (which may include a license agreement with the County of Los Angeles) can be determined and processed.
4. Each User Group must provide an insurance policy and/or certificate of insurance and agree to indemnify, defend and save harmless the Department of Community and Senior Services and the County of Los Angeles and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense, including without limitation defense costs and legal fees and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with User/User Group, its members, agents and invitees, operations on and use of the Center and the attraction caused by the operations on the Center which attract third parties and members of the general public to the Center, including without limitation any Worker's Compensation suits, liability for expenses, arising from or connected with services performed on behalf of the User/User Group by any person pursuant to or in connection with this use.
5. The User/User Group shall provide Comprehensive General Liability Insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage and Personal Injury, which includes "liquor Legal Liability coverage", with a combined single limit of not less than \$1 million per occurrence and \$2 million aggregate covering its operations.
6. Individuals attending are expected to conduct themselves with proper decorum and respect for the rules governing said activity. Children must be supervised at all times.
7. If an activity/event is cancelled, Center staff must be notified as soon as possible; in the event of an emergency no less than a 24-hour notice and for non-emergency cancellations a two-week notice.



8. Emergency use, occasional use, cancellation of reserved use, or rescheduling of use of the Center shall be at the discretion of the Center Director or the Director's designee.
9. All groups using the Center shall provide a sufficient number of persons to set up, clean up and restore the room used to its original arrangement immediately following the scheduled event/activity.
10. Groups, as well as individuals, shall take full financial responsibility for their use of the Center and shall reimburse the Department of Community and Senior Services for any damage to furnishings or special equipment such as microphones, podiums, screens, chairs, tables etc., and/or structures connected with their usage of the Center.
11. All groups must provide appropriate and adequate supervision, as well as, supply the necessary equipment and supplies to carry out their activities.
12. Each User Group is required to provide the Center Director a sign-in sheet reporting the total number of persons served or in attendance.
13. The Center Director or the Director's designee must approve all publicity that identifies the Center or Center's programs, as well as, any promotional material other than that issued through the Department and/or the Center Director.
14. The Center Director or the Director's designee must approve any informational pamphlets, buttons, flyers, etc., to be posted/distributed at the Center.
15. Storage of private property is not permitted on the grounds or in the Center building without authorization from the Center Director or the Director's designee. Upon authorization, temporary storage space, if available and associated with the event, will be assigned and access granted.
16. The Center Director or the Director's designee shall have final authority in determining the use of space in the Center. Groups and activities shall be given priority in scheduling usage of the space at the Center, if certain local and state regulations require priority to be given special groups.
17. The use of skateboards, roller blades/skates, razor scooters and bicycles is prohibited on the premises. Skateboards, blades, skates and scooters are to be hand carried at all times and bicycles are to be chained to the bike rack or placed away from pedestrian traffic (no blocking of entrances or exits).
18. No loitering or unruly behavior is permitted at any time on the premises.
19. User Group shall be responsible for fines incurred if the User Group sets off the alarm to the Center, in some instances this cost can range as high as \$300.
20. The Center cannot be used past 9:00 p.m. If the User Group needs to use the facility beyond 9:00 p.m., the Director or the Director's Designee will review such request and approve it, at Director's or Designee's sole discretion, on a case-by-case basis.

**Altadena Community Center**  
**FACILITY OCCASIONAL USER AGREEMENT**

Name of Center \_\_\_\_\_

Date \_\_\_\_\_

This agreement is made between \_\_\_\_\_, also known as the **"User"** or  
*Individual or Group*

**"User group"**, and the County of Los Angeles (County) for the use of the Altadena Community Center, referred to **"the Center"**, including the service and/or sale of alcoholic beverages.

This agreement shall be in effect from: \_\_\_\_\_ to \_\_\_\_\_  
*Date Date*

Room(s) reserved (if applicable): \_\_\_\_\_

Dates (or days of the week) & times to be used: \_\_\_\_\_

Contact person \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Alternative Contact \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

In the event of an emergency, the Director of the Center, or his/her designee, reserves the right to cancel the use or reschedule of use of the Center in the event of emergencies or programs deemed to be a priority in the County's best interest. In the event of such a change or cancellation, the Director or his/her designee shall, whenever possible, give 14 days notice and, if available, arrange for use of the facility at another time.

Your signature to this agreement confirms that:

- If there are changes to the contact persons noted above, it is the responsibility of the User/User Group to advise the Center Director or his/her designee as soon as such a change(s) is/are known.
- You have read the Rules and Regulations which govern the use of the Center and are part of the "Application for Occasional Use of the Facility (When Alcohol is being used)" and agree to abide by them.
- Failure to adhere to said Rules and Regulations might be cause for cancellation of the User/User Group's activity at the Center.
- Without limiting the User/User Group's indemnification of County, User/User Group shall provide Comprehensive General Liability Insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage and Personal Injury, which includes "liquor Legal Liability coverage", with a combined single limit of not less than \$1 million per occurrence and \$2 million aggregate covering its operations.
- You agree to indemnify, defend and save harmless the Department of Community and Senior Services and the County of Los Angeles and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense, including without limitation defense costs and legal fees and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with User/User Group, its members', agents' and/or invitees', operations on and/or use of the Center and the attraction caused by the operations on the Center which attracts third parties and members of the general public to the Center, including without limitation any Worker's Compensation suits, liability for expenses, arising from or connected with services performed on behalf of the User/User Group by any person pursuant to or in connection with this use.

User/User Group Representative's Signature \_\_\_\_\_

Date \_\_\_\_\_

Center Director/Designee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_